



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 10, 2012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

22 April 10, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR
SUMMER BEACH BUS SERVICES
IN THE UNINCORPORATED COUNTY COMMUNITIES OF
ALTADENA, CASTAIC/WEST RANCH, CHARTER OAK/DUARTE,
EAST LOS ANGELES, LA CRESCENTA/LA CAÑADA FLINTRIDGE,
LANCASTER, AND PALMDALE
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

This action is to award a contract to provide transportation service from several unincorporated County communities (Altadena, Castaic/West Ranch, Charter Oak/Duarte, East Los Angeles, La Crescenta/La Cañada Flintridge, Lancaster, and Palmdale), to Santa Monica Beach during the summer months.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act.
2. Award the contract to Transit Systems Unlimited, Inc., for Summer Beach Bus Services for Service Routes 1 through 7 in the sum of \$939,354 for a three-year term, which includes \$15,000 annually for vehicle parking fees and graphics for the contractor-provided service vehicles in accordance with the contract to Transit Systems Unlimited, Inc. This contract will be for a period of three years commencing on May 15, 2012, or execution by both parties, whichever occurs last, with four 1-year renewal options at an annual contract sum of \$313,118, which includes \$15,000 annually

for vehicle parking fees and graphics for the contractor-provided service vehicles in accordance with the contract and a month-to-month extension up to six months for a maximum potential total contract term of 90 months with a potential maximum contract sum of \$2,348,385.

3. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the contract sum for the initial three-year term and to annually increase the contract amount up to an additional 10 percent of the annual contract sum for renewal option years for unforeseen, additional work within the scope of the contract, if required.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, Transit Systems Unlimited, Inc., has successfully performed during the previous contract period and the service is still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract to provide transportation service from several unincorporated County communities (Altadena, Castaic/West Ranch, Charter Oak/Duarte, East Los Angeles, La Crescenta/La Cañada Flintridge, Lancaster, and Palmdale) to Santa Monica Beach during the summer months. The Department of Public Works (Public Works) has contracted for this service since 1981.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract sum is \$939,354 for a three-year term plus 10 percent of the contract sum for the initial three-year term and an additional 10 percent of the annual contract sum at an annual sum of \$313,118 for renewal option years for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the service at the hourly rates quoted by the contractor and includes an additional \$15,000 per year for vehicle parking fees and graphics for the contractor-provided service vehicles, if necessary, in accordance with the contract.

Public Works successfully negotiated with the contractor to reduce the annual price from \$304,402.50 to \$298,117.50, an estimated annual savings of \$6,285.00, without adding extension years or reducing service.

The necessary funds are available in the First and Fifth Supervisorial Districts' Proposition A Local Return Transit Program and included in the Fiscal Year 2011-12 Transit Enterprise Fund Budget and in the Recommended Fiscal Year 2012-13 Transit Enterprise Fund Budget. Funds to finance the

contract's option years, including 10 percent additional funding for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Transit Systems Unlimited, Inc., located in Sun Valley, California. This contract will commence on May 15, 2012, or execution by both parties, whichever occurs last, for a period of three years. With your Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 90 months.

The contract will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Transit Systems Unlimited, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on November 21, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract does not allow for a cost-of-living adjustment for the optional year.

ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

On November 23, 2011, Public Works solicited proposals from 126 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On December 19, 2011, one proposal was received. The proposal was first reviewed to ensure they met the minimum requirements in the RFP. The one proposal met the minimum requirements and was then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria detailed in the RFP, which included price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible contractor, Transit Systems Unlimited, Inc. Public Works determined the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

4/10/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT FOR

SUMMER BEACH BUS SERVICES FOR SERVICE ROUTES 1 THROUGH 7

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TRANSIT SYSTEMS UNLIMITED, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 19, 2011, hereby agrees to provide services as described in this Contract for Summer Beach Bus Services, Service Routes 1 through 7.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Service Route Map and Schedule; Exhibit G, Days of Operations; Exhibit H, Service Vehicle Requirements; Exhibit I, Drivers Daily Vehicle Report; Exhibit J, Accident Report Form; Exhibit K, Controlled Substance and Alcohol Testing Program; Exhibit L, Contractors Security Plan; Exhibit M, 2010 Summer Beach Bus Service Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices for Service Routes 1 through 7 set forth in the Proposal and attached hereto as Form PW-2.3, an amount not to exceed \$939,354 for the initial three-year term and \$313,118 per year for the option years if any, which includes \$15,000 annually for vehicle parking fees and graphics for the contractor-provided service vehicles in accordance with the contract per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of three years commencing on May 15, 2012 or execution between both parties whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of seven years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that

term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.3, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through M, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

TRANSIT SYSTEMS UNLIMITED, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD835
Bid Title : SUMMER BEACH BUS SERVICES (2011-AN036)
Bid Type : Service
Department : Public Works
Commodity : BUS - TRANSIT (COACH-MINI) CONVENTIONAL
Open Date : 11/23/2011
Closing Date : 12/1/2011 1:30 PM
Bid Amount : \$ 350,000
Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for two contracts for Summer Beach Bus Services (2011-AN036). The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077, erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Two separate contracts will be awarded, one for Service Routes 1 through 7 and one for Service Route 8. Each Service Route, Service Routes 1 through 7 and Service Route 8, will be evaluated and awarded independently. Proposers may submit one proposal for both Service Routes; however, the Work Plan MUST be customized to each Service Route.

Service Routes 1 through 7: Service Route 1 - Altadena, Service Route 2 - Castaic/West Ranch, Service Route 3 - Charter Oak/Duarte, Service Route 4 - East Los Angeles, Service Route 5 - La Crescenta/La Cañada Flintridge, Service Route 6 - Lancaster, Service Route 7 - Palmdale annual contract amount is estimated to be \$300,000. Service Route 8 - Topanga Canyon annual contract amount is estimated to be \$50,000.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer must have a minimum of three years of experience providing the same or similar shuttle services for governmental or social service agency(ies). (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
2. Proposer's Project Manager must have a minimum of three years of experience providing the same or similar shuttle services for governmental or social service agency(ies). (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
3. Proposer's Maintenance Manager must have a minimum of three years of experience in maintaining similar fleets of transit vehicles. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
4. Proposer has passed all California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501(c)). (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)

5A. Service Routes 1 through 7: If Proposer is submitting a proposal for Service Routes 1 through 7, the Proposer must provide a minimum of eight compressed natural gas (CNG) buses and eight diesel buses for Service Routes 1 through 7. A minimum of three of these buses should be ADA-compliant; two of which shall be CNG, propane, or gasoline. If none of these buses are ADA-compliant, Proposer shall provide an additional three ADA-compliant buses that are CNG, propane, or gasoline. If the Proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit H, Service Vehicle Requirements. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)

5B. Service Route 8: If Proposer is submitting a proposal for Service Route 8, the Proposer must provide a minimum of three propane, CNG, or gasoline ADA compliant cutaways for Service Route 8. The vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit H, Service Vehicle Requirements. If the Proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit H, Service Vehicle Requirements. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)

6. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles Class B (with "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations.

A Proposers' Conference will be held on Thursday, December 1, 2011, at 1:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The above Proposers' Conference will be held simultaneously with the John Anson Ford Amphitheatre Shuttle Service (2011-AN038).